

Return to:  
Nashoba Escrow Co, Inc.  
7518 Enterprise Avenue  
Germantown, TN 38138

[Space Above This Line For Recording Data]  
"Maximum principal indebtedness for Mississippi recording tax purposes is \$-0-."

901759 390

## LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **21st** day of **July, 2006**, between **Tomeka F. Hodo and Howard Hodo** ("Borrower") and **1<sup>st</sup> Trust Bank for Savings** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated **January 31<sup>st</sup>, 2006** and recorded as **Book 2,402 Page 390**, of the Register's Records of [Name of Records]

**DeSoto County, Mississippi** and (2) the Note, bearing the same date as, and secured by, the [County and State, or other Jurisdiction]

Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

**4133 Lexi Drive, Olive Branch, MS 38654,**  
[Property Address]

the real property described being set forth as follows:

**Lot 39, College Crossing Subdivision, Section 11, Township 2 South, Range 6 West, as shown on plat of record in Plat Book 91, Page 23-24, in the Chancery Clerk's Office of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property.**

Being the same property as conveyed by Warranty Deed recorded as **Book 520 Page 215** re recorded at **Book 520 Page 690**

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

1. As of **July 21st, 2006**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$236,850.00**, consisting of the amount(s) loaned to Borrower by Lender and any interest capitalized to date.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **6.375%**, from **July 21st, 2006**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,477.64**, beginning on the **1st** day of **September, 2006**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **6.375%** will remain in effect until principal and interest is paid in full. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may be entitled. If on **August 1, 2036** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

Borrower will make such payments at **P. O. Box 17257, Memphis, TN 38187-0257** or at such other place as Lender may require.

3. If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and

- (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

1<sup>st</sup> Trust Bank for Savings-Lender

By: *Lisa W. Reid* (Seal)  
**Lisa W. Reid, Sr. Vice-President**

*Tomeka F. Hodo* (Seal)  
**Tomeka F. Hodo-Borrower**

*Howard Hodo* (Seal)  
**Howard Hodo-Borrower**

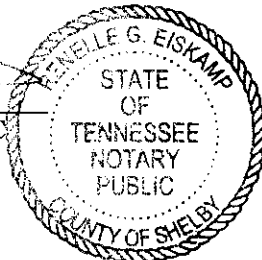
\_\_\_\_\_[Space Below This Line For Acknowledgments]\_\_\_\_\_

STATE OF TENNESSEE  
 COUNTY OF SHELBY

Before me, the undersigned, a Notary Public within and for the said State and County, duly commissioned and qualified, personally appeared **Lisa W. Reid**, with whom I am personally acquainted, and who upon oath, acknowledged herself to be the Senior Vice President of 1<sup>st</sup> TRUST BANK FOR SAVINGS, the within named bargainer, a Federal Savings Bank and that she as such Senior Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Savings Bank by herself as such Senior VicePresident.

WITNESS my hand and Official Seal at office this 18<sup>th</sup> day of July, 2006.

*Renelle G. Eiskamp*  
 NOTARY PUBLIC



My commission expires:

STATE OF TENNESSEE  
 COUNTY OF SHELBY

My Comm. Exp. 9-17-2008

Before me, the undersigned, a Notary Public of this county and state **Tomeka F. Hodo and Howard Hodo**, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purpose therein contained.

WITNESS my hand and Official Seal at office this 21<sup>st</sup> day of July, 2006.

*Lawrence F. Hatten*  
 NOTARY PUBLIC



My Comm. Exp. 12/09/2009

My commission expires:

Prepared by:  
 1<sup>st</sup> Trust Bank for Savings  
 6525 Quail Hollow Rd. #300  
 Memphis, TN 38120